



Pullman Leasing Company

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

May 25, 1988

Interstate Commerce Commission
Office of Recordation
Room 2303
12th & Constitution Avenue
Washington, D.C. 20423

RECORDATION NO. 7554-P
FILE 1988

MAY 31 1988-10 02 AM

INTERSTATE COMMERCE COMMISSION

Re: Filing
Supplemental Agreement No. 15
Dated as of September 1, 1987
Equipment Trust Agreement
Dated as of April 1, 1974
(Series 5)

3/31/88
Date
15.00

CC Washington, D. C.

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 15 (hereinafter referred to as the "Supplement") dated as of April 1, 1988 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of April 1, 1974 between The Chase Manhattan Bank (National Association), as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on April 30, 1974 and was assigned Recordation Number 7454.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of September 30, 1986 was filed with the Commission on April 19, 1988 and was assigned Recordation No. 7454-0.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Corporation, formerly known as Pullman Leasing Company, Pullman Rail Leasing Inc., formerly known as Pullman Transport Leasing Company, and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefore other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$15.00 as the fee for recording the Supplement.

Handwritten signature: O. Anderson



ICC - Office of Recordation
May 25, 1988
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,


Terrence G. Heidkamp
Vice President - Finance

TGH:pn

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

5/31/88

OFFICE OF THE SECRETARY

Terrence G. Heidkamp
Vice President-Finance
Pullman Leasing Company
200 South Michigan Avenue
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/31/88 at 10:05am, and assigned recordation number(s). 7010-S & 7554-P

Sincerely yours,

Nesta R. McEuen

Secretary

Enclosure(s)

REGISTRATION NO. 7554-P FILE 228

MAY 31 1988 - 10 02 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 4

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST
(Series 5)

SUPPLEMENTAL AGREEMENT NO. 15

Dated as of April 1, 1988

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of April 1, 1974

BY AND BETWEEN

The Chase Manhattan Bank
(National Association)
Trustee

AND

Pullman Transport Leasing Company

SUPPLEMENTAL AGREEMENT NO. 15
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of April 1, 1988 by and between The Chase Manhattan Bank (National Association), a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Trustee and Pullman Transport Leasing Company entered into an Equipment Trust Agreement, dated as of April 1, 1974, and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., formerly known as Pullman Transport Leasing Company, and the Company, formerly known as Pullman Leasing Company, entered into a Supplemental Agreement dated as of February 26, 1981 whereby the Company assumed as primary obligor, jointly and severally with Pullman Rail Leasing Inc., pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, the Trustee, Pullman Rail Leasing Inc. and the Company entered into a Supplemental Agreement dated as of September 30, 1986 whereby the Company assumed as sole obligor the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all of the terms, covenants and conditions of the Equipment Trust Agreement to be kept and performed by Pullman Rail Leasing Inc.; and

WHEREAS, one of the units of Equipment listed on Schedule A to Supplemental Agreement No. 14 was erroneously listed as Car Number PTLX 34120 instead of Car Number PTLX 34121 and the Trustee and the Company wish to correct such error at this time; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, in accordance with Section 5.07 of the Equipment Trust Agreement, the Company has requested that the Trustee permit the Company to change the identification mark and car numbers of units of the Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement No. 1 dated as of April 4, 1974; Supplemental Agreement No. 2 dated as of January 20, 1976; Supplemental Agreement No. 3 dated as of June 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; Supplemental Agreement No. 5 dated as of March 13, 1979; Supplemental Agreement No. 6 dated as of December 4, 1979; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 7 dated as of May 15, 1981; Supplemental Agreement No. 8 dated as of July 15, 1983; Supplemental Agreement No. 9 dated as of June 20, 1983; Supplemental Agreement No. 10 dated as of March 1, 1984; Supplemental Agreement No. 11 dated as of August 15, 1985; Supplemental Agreement No. 12 dated as of May 29, 1986; Supplemental Agreement No. 13 dated as of September 30, 1986; and Supplemental Agreement No. 14 dated as of September 1, 1987; and

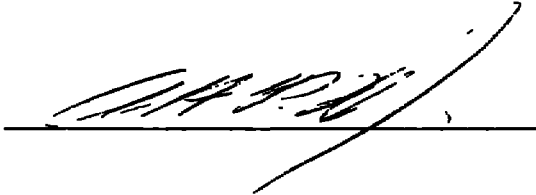
WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to correct the error involving units PTLX 34120 and PTLX 34121 and to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed and to permit the remarking and renumbering of the units of Trust Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

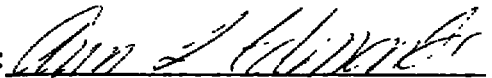
1. Car Number PTLX 34121 is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Car Number PTLX 34120 is to be reconveyed by the Company to the Trustee in substitution for Car Number PTLX 34121. Upon such conveyance by the Company, such unit of Equipment shall be substituted for Car Number PTLX 34121 and shall become Trust Equipment.
3. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1986. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
4. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
5. Attached hereto as Schedule C is a list which shows the present identification mark and car numbers for units of the Trust Equipment and the new identification mark and car numbers which will be substituted therefore on each of such units.
6. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

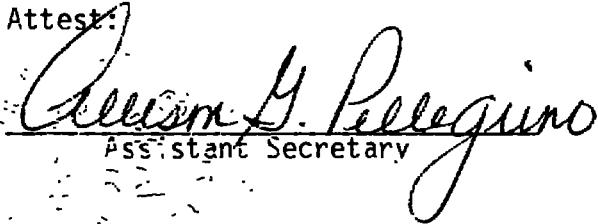
Attest:



The Chase Manhattan Bank
(National Association) as Trustee

By: 

Attest:



Assistant Secretary

Signal Capital Corporation

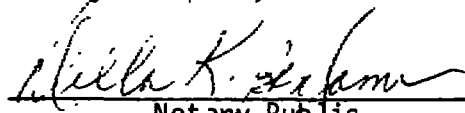
By: 

Vice President

STATE OF NEW YORK }
 } SS
COUNTY OF NEW YORK }

I, Della K. Benjamin, a Notary Public in and for such county and state, do hereby certify that Ang L. Edman's, personally known to me to be Vice President of The Chase Manhattan Bank, (National Association), and Albert P. Marx Jr, personally known to me to be Assistant Secretary, of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April, 1988.


Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659-67
Qualified in Kings County
Certificate Filed in New York County
Commission Expires April 30, 1989

STATE OF NEW HAMPSHIRE }
 } SS
COUNTY OF ROCKINGHAM }

I, Genise Gomers, a Notary Public in and for such County and State, do hereby certify that Patrick J. Henk, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and Cl. Clifton H. Pellegrini, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April, 1988..

Genise Gomers
Notary Public

My commission expires 9/24/91

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 5)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
1	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 33113	\$ 18,589.29	\$ 6,250.65	7/73
1	5820 cu. ft., 100-ton capacity covered hopper car	PTLX 41998	25,104.44	8,723.79	10/73
3	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 34019, 34034, 34043,	52,868.13	18,556.71	11/73
1	20,800 gal. tank car	PTLX 120153	22,265.00	10,709.47	11/73

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 5)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
4	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 34264, 34600, 35764 34765	\$ 68,669.34	\$ 24,377.62	12/73
3	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 14002, 34875, 34957	51,965.85	18,837.63	2/74
1	23,500 gal. tank car	PTLX 223930	38,935.72	21,297.84	9/75
<u>1</u>	23,500 gal. tank car	PLCX 224159	<u>56,727.00</u>	<u>40,389.62</u>	4/80
<u>15</u>	TOTAL		<u>\$335,124.77</u>	<u>\$149,143.33</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 5)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
2	16,300 gal. tank car	TLDX 216167, 216168	\$ 40,348.66	\$ 14,444.82	6/70
8	16,300 gal. tank car	TLDX 216161, 216169, 216170, 216171, 216172, 216173, 216174, 216175	168,424.97	60,801.42	7/70
10	16,300 gal. tank car	TLDX 216162, 216163, 216164, 216165, 216166, 216176, 216177, 216178, 216179, 216180,	209,055.00	76,096.02	8/70
<u>20</u>			<u>\$417,828.63</u>	<u>\$151,342.26</u>	
	TOTAL				

SCHEDULE C
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

<u>Old Car Number</u>	<u>New Car Number</u>	<u>Old Car Number</u>	<u>New Car Number</u>
PTLX 14006	S00 84006	PTLX 34185	S00 34185
PTLX 14013	S00 84013	PTLX 34192	S00 34192
PTLX 14015	S00 84015	PTLX 34195	S00 34195
PTLX 14019	S00 84019	PTLX 34197	S00 34197
PTLX 14021	S00 84021	PTLX 34269	S00 34269
PTLX 14032	S00 84032	PTLX 34285	S00 34285
PTLX 14038	S00 84038	PTLX 34286	S00 34286
PTLX 14042	S00 84042	PTLX 34291	S00 34291
PTLX 14052	S00 84052	PTLX 34294	S00 34294
PTLX 14076	S00 84076	PTLX 34298	S00 34298
PTLX 14096	S00 84096	PTLX 34310	S00 34310
PTLX 14119	S00 84119	PTLX 34323	S00 34323
PTLX 14120	S00 84120	PTLX 34325	S00 34325
		PTLX 34331	S00 34331
		PTLX 34332	S00 34332
PTLX 33964	S00 33964	PTLX 34367	S00 34367
PTLX 34011	S00 34011	PTLX 34372	S00 34372
PTLX 34022	S00 34022	PTLX 34376	S00 34376
PTLX 34033	S00 34033	PTLX 34377	S00 34377
PTLX 34040	S00 34040	PTLX 34378	S00 34378
PTLX 34059	S00 34059	PTLX 34379	S00 34379
PTLX 34063	S00 34063	PTLX 34381	S00 34381
PTLX 34064	S00 34064	PTLX 34400	S00 34400
PTLX 34069	S00 34069	PTLX 34438	S00 34438
PTLX 34078	S00 34078	PTLX 34452	S00 34452
PTLX 34082	S00 34082		
PTLX 34088	S00 34088	PTLX 34605	S00 34605
PTLX 34090	S00 34090	PTLX 34624	S00 34624
PTLX 34096	S00 34096	PTLX 34632	S00 34632
PTLX 34111	S00 34111	PTLX 34655	S00 34655
PTLX 34112	S00 34112	PTLX 34659	S00 34659
PTLX 34115	S00 34115	PTLX 34664	S00 34664
PTLX 34119	S00 34119	PTLX 34665	S00 34665
PTLX 34122	S00 34122	PTLX 34668	S00 34668
PTLX 34129	S00 34129	PTLX 34674	S00 34674
PTLX 34130	S00 34130	PTLX 34682	S00 34682
PTLX 34170	S00 34170	PTLX 34690	S00 34690
PTLX 34171	S00 34171	PTLX 34743	S00 34743
PTLX 34177	S00 34177	PTLX 34758	S00 34758
PTLX 34184	S00 34184		
		PTLX 34804	S00 34804
		PTLX 34892	S00 34804
		PTLX 34896	S00 34896
		PTLX 34912	S00 34912
		PTLX 34933	S00 34933
		PTLX 34942	S00 34942
		PTLX 34943	S00 34943
		PTLX 34949	S00 34949
		PTLX 34951	S00 34951
		PTLX 34962	S00 34962
		PTLX 34963	S00 34963